

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

PAULA DENNIS, as Executrix of the Estate
Of JOHN D. DENNIS, Deceased, and
PAULA DENNIS,

Plaintiffs,

v.

Civil Action No.: 1:17-CV-0165
(DNH/CFH)

THE UNITED STATES OF AMERICA,

Defendant.

**STIPULATION FOR COMPROMISE SETTLEMENT AND RELEASE OF
FEDERAL TORT CLAIMS ACT CLAIMS PURSUANT TO 28 U.S.C. § 2677**

It is hereby stipulated by and between the undersigned plaintiffs (meaning any persons other than the defendant signing this agreement, whether or not a party to this civil action), and the United States of America, by and through their respective attorneys, as follows:

1. The parties do hereby agree to settle and compromise each and every claim of any kind, whether known or unknown, arising directly or indirectly from the acts or omissions that gave rise to the above-captioned action under the terms and conditions set forth in this Settlement Agreement.

2. The United States of America, defendant, agrees to pay to the plaintiffs, Paula Dennis, as Executrix of the Estate of John D. Dennis, deceased, and Paula Dennis, the sum of ONE HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$145,000.00), which sum shall be in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of *whatsoever kind and nature, arising from, and by reason of, any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences*

thereof, resulting, and to result, from the same subject matter that gave rise to the above-captioned lawsuit, including any claims for wrongful death, for which plaintiffs or her heirs, executors, administrators, or assigns, and each of them, now have or may hereafter acquire against the United States of America, its agents, servants, and employees.

3. This Stipulation For Compromise Settlement And Release is not, in any way intended to be, and should not be construed as, an admission of liability or fault on the part of the United States, its agents, servants, or employees, and it is specifically denied that they are liable to the plaintiffs. This settlement is entered into by all parties for the purpose of compromising disputed claims under the Federal Tort Claims Act and avoiding the expenses and risks of further litigation.

4. Plaintiffs and her heirs, executors, administrators, or assigns, hereby agree to accept the sum of ONE HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$145,000.00) in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof which she may have or hereafter acquire against the United States of America, its agents, servants and employees on account of the same subject matter that gave rise to the above-captioned lawsuit, including any claim for wrongful death. Plaintiffs and her heirs, executors, administrators or assigns hereby further agree to indemnify and hold harmless the United States of America, its agents, servants and employees from any and all such causes of action, claims, liens, rights or subrogated or contribution interest incident to or resulting from further litigation or the prosecution

of claims by the plaintiffs or her heirs, executors, administrators or assigns against any third-party or against the United States, including claims for wrongful death.

5. Plaintiffs stipulate and agree that she is legally responsible for any and all past, present, and future liens and past, present, and future claims for payment or reimbursement, including any past, present, and future liens or claims for payment or reimbursement by any individual or entity, including an insurance company, Medicaid, and Medicare, arising from the injuries that are the subject matter of this action. Plaintiffs stipulate and agree that she will satisfy or resolve any and all such past, present, and future liens or claims for payment or reimbursement asserted by any such individual or entity. Plaintiffs and her attorneys represent that, as of the date they sign this Stipulation, they have made a diligent search and effort to determine the identity of any individual or entity that has or may have a lien or a claim for payment or reimbursement arising from the injuries that are the subject matter of this action. Plaintiffs agree that, no later than thirty (30) days from the date any past, present, or future lien or claim for payment or reimbursement is paid or resolved by plaintiffs, they will provide to the United States evidence that said lien or claim has been satisfied or resolved and that said lienholder or plaintiffs have waived and released such lien or claim. The evidence required by the terms of this paragraph may be satisfied by a letter from plaintiffs' attorney representing to counsel for the United States that such lien or claim has been satisfied or resolved and that the lienholder or plaintiffs have waived and released such lien and claim.

6. It is also agreed, by and among the parties, that the settlement sum of ONE HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$145,000.00) represents the entire amount of the compromise settlement and that the respective parties will each bear their own costs, fees,

and expenses and that any attorney's fees owed by the plaintiffs will be paid out of the settlement amount and not in addition thereto.

7. It is also understood by and among the parties that pursuant to Title 28, United States Code, Section 2678, attorneys' fees for services rendered shall not exceed 25 per centum of the settlement amount.

8. The persons signing this Settlement Agreement warrant and represent that they possess full authority to bind the persons on whose behalf they are signing to the terms of the settlement. By their signatures hereon, plaintiffs, and counsel for plaintiffs, certify that Paula Dennis is neither and infant nor incompetent person for whom a guardian has been appointed.

9. Payment of the settlement amount of ONE HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$145,000.00) will be made by electronic funds transfer ("EFT") as per the information provided and verified by counsel for plaintiffs. Plaintiffs' attorney agrees to distribute the settlement proceeds to Paula Dennis, and to obtain a dismissal of the above-captioned action with prejudice, with each party bearing its own fees, costs, and expenses.


10. Payment of the settlement amount of ONE HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$145,000.00) will be made electronically to O'Connell, Aronowitz Law Firm Attorney Trust Account, attorney for the plaintiffs.

11. In consideration of the payment of ONE HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$145,000.00) as set forth above, plaintiffs agree that she will execute and file, with the Court, such documents as shall be necessary to cause the above-styled action to be dismissed with prejudice from the docket of the Court.

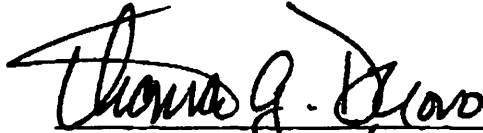
12. The parties agree that this Stipulation For Compromise Settlement, including all the terms and conditions of this compromise settlement and any additional agreements relating thereto, may be made public in their entirety, and the plaintiffs expressly consent to such release and disclosure pursuant to 5 U.S.C. § 552a(b).

13. It is contemplated that this Stipulation may be executed in several counterparts, with a separate signature page for each party. All such counterparts and signature pages, together, shall be deemed to be one document.

Executed this 13 day of October, 2020.


Paula Dennis, as Executrix of the
Estate of John D. Dennis, Deceased,
and Paula Dennis


Executed this 20TH day of OCTOBER, 2020.


Thomas J. DiNovo, Esq.
Attorney for Plaintiffs
O'Connell, Aronowitz Law Firm
54 State Street, 9th Floor
Albany, New York 12207

Executed this 20 day of October, 2020


ANTOINETTE T. BACON
Acting United States Attorney, N.D.N.Y.
100 South Clinton Street
Syracuse, New York 13261-7198

By:


Mary E. Langan
Assistant United States Attorney
Bar Roll No. 518971

SO ORDERED:

Dated: October 22,, 2020



Hon. David N. Hurd
U.S. District Court Judge
Utica, New York